



CFN 2005R0149467
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Stephen M. James
Address: Akerman Senterfitt, P.A.
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

A/1

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned property owner (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described as follows:

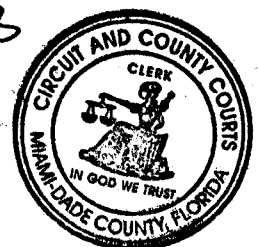
See attached Exhibit "A"

(hereinafter the "Property").

NOW, THEREFORE, in order to assure Miami-Dade County (the "County") that the representations made by the Owners during consideration of Public Hearing No. 03-300 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** The Property shall be developed in substantial accordance with the plans entitled "Peterson Proposed Site Plan," dated stamped received December 27, 2004.

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EU-S M

2. **Density.** Notwithstanding the approval of the Application or the proposed ~~EU-M~~ zoning classification, the Property may be developed with a maximum of twenty-five (25) single-family homes.
3. **Waiver of Sidewalks.** Prior to the approval of a final plat for any portion of the Property, pursuant to Sec. 28-19 of the Miami-Dade County Code, the Owner shall file an application for a non-use variance for a waiver of the requirement to install sidewalks along SW 304th Street, SW 306th Street, SW 194th Avenue, theoretical SW 194th Court and theoretical SW 95th Avenue in connection with the development of the Property. Subject to the approval of said request, said sidewalks shall not be included as part of the subdivision improvements for the Property. In the event that said request is denied, the Owner shall install sidewalks within the Property in accordance with the platting and subdivision requirements of the Public Works Department.
4. **Waiver of Requirement for Street Lighting.** Prior to the approval of a final plat for any portion of the Property, pursuant to Sec. 28-19 of the Miami-Dade County Code, the Owner shall file an application for a non-use variance for a waiver of the requirement for the installation of street lights in connection with the development of the Property. Subject to the approval of said request, street lights shall not be included as part of the subdivision improvements for the Property. In the event that said request is denied, the Owner shall install street lights within the Property in accordance with the platting and subdivision requirements of the Public Works Department.

5. **Miscellaneous.**

A. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owners' expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this declaration does not in any way obligate or provide a limitation on the County.

C. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or

in part, provided that the Declaration has first been modified or released by Miami-Dade County.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing. Furthermore, for any modifications which contemplate an increase in the development density, said modifications must be approved in writing by no less than 75% of all property owners within 500 feet of the Property.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge

to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. **Authorization to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

G. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

J. Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owners, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

K. Acceptance of Declaration. The Owners acknowledge that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

L. Owners. The term Owners shall include the Owners, and their heirs, successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 26 day of

July, 2004.

WITNESSES:

**CARDAN OF SOUTH DADE, LLC, a Florida
limited liability company**

Isabel Jimenez
Signature
Isabel Jimenez
Printed Name

By:

Daniel Bresnahan
Manager

Michelle Robaina
Signature
Michelle Robaina
Printed Name

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Daniel Bresnahan, as Manager of Cardan of South Dade, LLC, a Florida limited liability company, and for the purposes stated herein on behalf of the company. He is personally known to me or has produced as identification.

Witness my signature and official seal this 26 day of July, 2004, in the County and State aforesaid.

My Commission Expires:



Jeannie Graveran
My Commission DD062724
Expires October 4, 2005

Notary Public - State of Florida
Jeannie Graveran
Printed Name

EXHIBIT "A"

LEGAL DESCRIPTION

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ less the South 497 feet and less the West 420 feet and less the North 25 feet, all in Section 11, Township 57 South, Range 38 East, of the Public Records of Miami-Dade County, Florida .

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the
original filed in this office on Feb day of

AD 20

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK of Circuit and County Courts

By [Signature] D.C.

